

STATE OF ALABAMA
COUNTY OF SHELBY

**AMENDMENT
TO
MORTGAGE
AND
ASSIGNMENT OF RENTS**

ORIGINAL

THIS AMENDMENT amends that certain Mortgage (hereinafter "Mortgage") executed on April 4, 2013 by **BEERS PROPERTIES, LLC**, an Alabama limited liability company (hereinafter "Borrower") in favor of **IBERIABANK** (hereinafter "Bank") and that certain Assignment of Rents (hereinafter the "Assignment") executed on October 24, 2013 by Borrower in favor of Bank.

WHEREAS, the Mortgage is recorded as Instrument 20130415000154590 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Assignment is recorded as Instrument 20131025000423560 in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Mortgage and the Assignment are jointly, severally and collectively hereinafter referred to as the "Security Instruments."

WHEREAS, the Security Instruments secured that certain Promissory Note in the original principal amount of \$850,000.00, which was subsequently amended by that certain Promissory Note dated August 24, 2012 and further amended by that certain Amended and Restated Promissory Note dated October 24, 2013 (hereinafter with all renewals and extensions thereof the "Note").

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$1,275.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$150,000.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Security Instruments are hereby amended as follows:

- 1). Henceforth the Security Instruments shall specifically secure not only the \$850,000.00 note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$150,000.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Indebtedness" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$850,000.00 note executed on December 12, 2012 and amended on August 24, 2012 and again on October 24, 2013, and all interest thereon, and all extensions and renewals thereof, but also the \$150,000.00 advance or

loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Security Instruments, or pertaining to the Security Instruments (the "Agreements") to the terms as herein cited.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Security Instruments and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Security Instruments and Agreements with the terms as herein modified.

All of the terms and provisions of the Security Instruments not specifically amended herein, are hereby reaffirmed, ratified and restated. This amendment amends the Security Instruments and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 24th day of February, 2015.

BEERS PROPERTIES, LLC, an Alabama limited liability company

By: [Signature]
Print Name: Gregory C. Beers
Title: Authorized Agent

STATE OF ALABAMA
COUNTY OF JEFFERSON

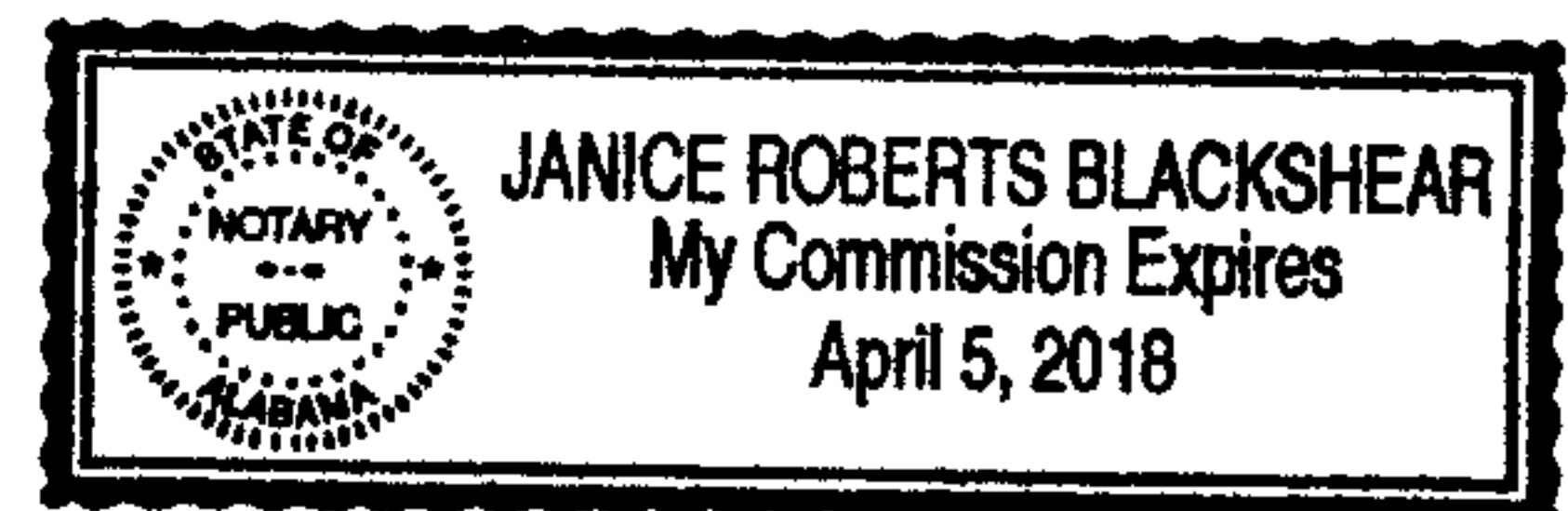
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory C. Beers, whose name as Authorized Agent of BEERS PROPERTIES, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Authorized Agent, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 24th day of February, 2015.

[Signature: Janice Roberts Blackshear]
NOTARY PUBLIC
My Commission Expires: 4-5-18

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

Wendy Hardegree Davis
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600
D-7425



Amendment to Mortgage and Assignment of Rents


[Barcode]
20150304000066960 2/3 \$246.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

A parcel of land located in the NE 1/4 of the NW 114 and the NW 1/4 of the NE 114 of Section 26, Township 21 South, Range 1 West, more particularly described as follows:

Commence at the NE corner of the NW 1/4 of said Section 26; thence in a Northerly direction along the projection of the Easterly line of said Section 26, a distance of 2.82 feet to a point on the Westerly right of way line of Joiner Town Road said point also being an old rebar corner which is also the SE corner of the Elliot Lot described in Deed Book 12, page 496; thence 137°14'28" right in a Southeasterly direction along said right of way line, a distance of 30.06 feet to the point of beginning; thence continue along last described course and said right of way line, a distance of 40.09 feet; thence 93°46'21" right in a Southwesterly direction a distance of 200.73 feet; thence 93°46'21" left in a Southeasterly direction a distance of 77.68 feet; thence 21°21'23" left in a Southeasterly direction a distance of 171.49 feet to a point on the Westerly right of way line of Alabama Highway No. 25; thence 90° right in a Southwesterly direction and along said right of way line, a distance of 497.95 feet; thence 90° right in a Northwesterly direction a distance of 328.00 feet; thence 90° left in a Southwesterly direction a distance of 20.00 feet; thence 90° right in a Northwesterly direction a distance of 325.09 feet; thence 90° right in a Northeasterly direction a distance of 467.05 feet to a point on the Southeasterly right of way line of Southern Railway; thence 30°06'20" right in a Northeasterly direction a distance of 235.48 feet to a point on the West line of said Elliot Lot; thence 81°15'03" right in a Southeasterly direction along said West line of the Elliot Lot, and parallel with the Westerly right of way line of Joiner Town Road, a distance of 146.98 feet; thence 93°46'21" right in a Southwesterly direction a distance of 10.02 feet; thence 93°46'21" left, in a Southeasterly direction a distance of 130.06 feet; thence 86°13'39" left in a Northeasterly direction a distance of 200.73 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except any portion of subject property lying within a road right of way.


20150304000066960 3/3 \$246.00
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